


Invitation to Bid

Lallie Kemp Medical Center			BIDS WILL BE PUBLICLY OPENED:	
VENDOR NO. : SOLICITATION : 000554 OPENING DATE : 03/17/2023 PRINT YOUR COMPANY'S NAME & ADDRESS BELOW: _____ _____ _____			March 17, 2023	10:00 AM
			Return Sealed Bid to: Purchasing Department 52579 Highway 51 South Independence LA 70443	
			BUYER : Pounds, Thomas Warren BUYER PHONE : 985/878-1270 DATE ISSUED : 02/14/2023 REQ. NO : 0025795 FISCAL YEAR : 2023	
From Req ID - 0025795				
INSTRUCTIONS TO BIDDERS				
<p>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</p> <p>DIVERSE SUPPLIER</p> <p>(A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.</p> <p>(B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.</p> <p>(C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:</p> <p>(1) THE NAME OF THE BUSINESS;</p> <p>(2) ITS PRINCIPAL OFFICE OR ADDRESS;</p> <p>(3) THE OWNER(S); AND</p> <p>(4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.</p> <p>(D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.</p> <p>2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</p> <p>3. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</p> <p>4. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</p> <p>_____</p> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <p>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) .</p> <p>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</p>				
VENDOR PHONE NUMBER:		TITLE		DATE
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

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STANDARD TERMS & CONDITIONS	Page 2 of 7
NUMBER : 000554 OPEN DATE : 03/17/2023 TIME: 10:00 AM	BIDDER:
<p>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none">* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER. <p>5. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID NUMBER, BID OPENING DATE AND, BID OPENING TIME. REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.</p> <p>7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:</p> <p>IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.</p> <p>8. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>9. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>10. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>11. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>12. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO</p>	

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NUMBER : 000554 OPEN DATE : 03/17/2023 TIME: 10:00 AM	BIDDER:
<p>SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>13. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>14. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>15. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>16. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>17. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>18. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>19. CONTRACT RENEWALS. UPON AGREEMENT OF LSU HCSD AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615</p> <p>20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:</p> <ul style="list-style-type: none">(1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;(2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;(3) MISREPRESENTATION BY THE CONTRACTOR;(4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;(5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;(6) ANY OTHER BREACH OF CONTRACT. <p>21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. COMPLIANCE WITH CIVIL RIGHTS LAWS BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE</p>	

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NUMBER : 000554 OPEN DATE : 03/17/2023 TIME: 10:00 AM	BIDDER:
<p>REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____</p> <p>SPECIFY THE LINE NUMBER (S) _____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.</p> <p>PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT</p>	

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NUMBER : 000554 OPEN DATE : 03/17/2023 TIME: 10:00 AM	BIDDER:
<p>A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572 COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p>	

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NUMBER : 000554 OPEN DATE : 03/17/2023 TIME: 10:00 AM	BIDDER:
<p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1. ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHSCD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2. VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHSCD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHSCD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3. THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHSCD.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED.</p> <p>A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.</p> <p>34. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.</p>	

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PRICE SHEET		Page 7 of 7			
NUMBER : 000554 OPEN DATE : 03/17/2023 TIME: 10:00 AM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO: 52579 Highway 51 South Independence LA 70443					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	PROFESSIONAL BILLING SERVICES FY24 July 1, 2023-June 30, 2024 Specify brand, model bid(if applicable) <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p>The Unit Price will be the percentage charged by the vendor for these services.</p> <p>All quantities are estimates. The amount collected may be more or less during the term of the contract but, the percentage price of the collections must remain the same.</p> <p>Please see the attached specifications for terms and conditions.</p> <p>Please see Sections 25 & 26 of the specifications for instructions related to the mandatory pre-bid conference and questions regarding this solicitation.</p>	250,000.00	%		

SPECIFICATIONS FOR PROFESSIONAL CLINICAL CHARGE
PROCESSING AND COLLECTION OF ACCOUNTS RECEIVABLE
SOLICITATION #000554

1. Introduction:

- 1.1 The Louisiana State University Health Care Services Division (HCSD) Lallie Kemp Regional Medical Center (LAKMC) is a state public hospital located in Independence, Louisiana. LAKMC is seeking a single vendor to provide the maximum appropriate reimbursement for professional clinical charge processing and collection of accounts receivable.
- 1.2 The hospital: Lallie Kemp Regional Medical Center, Independence, LA
- 1.3 LAKMC is currently staffed for fourteen (14) beds. During the 2022 fiscal year (July – June), LAKMC admitted approximately 340 patients and approximately 1,594 surgical patients were treated. In addition, LAKMC welcomed over 28,000 ambulatory clinic visits. Approximately 19,727 emergency room visits occurred during the fiscal year 2022.
- 1.4 LAKMC is seeking a single responsible and responsive vendor to provide the maximum reimbursement for professional services billing and collections of active accounts receivable which are considered accounts prior to bad debt placement. These charges are primarily for professional services provided at LAKMC, including, but not limited to, CRNA services, physician services, advanced practice nurse services, and other receivables as identified by LAKMC. LAKMC provides medical care to primarily Louisiana residents whose payer mix includes Medicare, Medicaid, Private Insurance, Managed Care, Self-pay and Free Care. Other professional services may be added during the contract for professional billing services, as identified by LAKMC.
- 1.5 LAKMC serves as a teaching base for Louisiana State University Medical School.

2. Statement of Work:

- 2.1 The work will consist of billing current charges, and backlogs, if any, of primarily professional services and collections of active and aged accounts receivable. Vendor performance will be monitored by LAKMC and all claims will be handled in a timely fashion. Contractor shall assist in the education of practitioners in billing and documentation practices.
- 2.2 Contractor shall be capable of delivering the services as described below:
 - 2.2.1 Capture charged detail and patient demographics as identified by LAKMC.
 - 2.2.2 Prepare, bill and collect current charges as well as bill and collect any backlogged charges, either electronically or by paper claim submission.
 - 2.2.3 Use the Contractor's own billing system and computer resources.
 - 2.2.4 Obtain service and demographic information for charges in a method that causes the least interruption to the routine operations of LKMC.

2.2.5 Perform in a timely manner all actions in 2.2.1 through 2.2.4 above and necessary follow-up procedures, including but not limited to:

2.2.5.1 Handling all telephone inquiries relating to contractor's billing.

2.2.5.2 Responding to all written correspondence.

2.2.5.3 Performing thorough billing services on all third party and self-pay claims, secondary and subsequent billing procedures in order to secure the net reimbursement possible for each charge in accordance with state and federal regulatory guidelines; performing patient billing and collection of current active accounts receivable and identifying and assisting patients in obtaining financial assistance as requested.

2.2.5.4 Handle all Medicare, Medicaid and commercial billing, reprocessing, and denial claims.

2.3 On a monthly basis, the contractor will work with LAKMC staff to reconcile payments that are posted in the Contractor's system to what has been deposited into LAKMC's bank account. An electronic version of reconciliation shall be provided monthly to the hospital staff or designee. Contractor will make a good faith effort to remit the monthly invoice for all collections by the fifth (5th) of the following month.

2.4 Be responsible for all activities from collecting patient information, ensuring proper coding of the claim, creating the charges, producing a bill, submitting claims to patients and third party payers for reimbursement, and the collection and electronic and manual payment posting of all professional fees of active accounts receivable. Subject to LAKMC's approval, a subcontractor may be used for these purposes. NOTE: It is the responsibility of the Contractor to make sure that the subcontractor follows all requirements of the specifications and award after approval.

2.5 Provide timely information on accounts that ensure all collection efforts are met prior to being transferred to agency collections.

2.6 At LAKMC's discretion, the timeframe within which the accounts are returned may be modified.

2.7 Provide all requested reports as indicated in Section 3.10.

2.8 LAKMC is seeking only the services outlined in the advertised Invitation for Bid and no others. What is described in the Invitation for Bid and the subsequent purchase order/contract is the entire scope of services to be provided in this contract. If there is a conflict between the language in the Invitation for Bid and the purchase order/contract, the Invitation for Bid shall control. Nothing in this contract shall be construed in such a manner as to require the use of any specific manufacturer's equipment, hardware, software or systems except as to meet the specifications and the general and special conditions outlined in this purchase order.

2.9 Please be advised that LAKMC is using an Electronic Health Record System (EHR). The selected vendor for this service is EPIC Systems Corporation. Use of the EPIC System

shall require that the selected professional billing vendor have the ability to interface with this system to obtain patient information for professional billing purposes.

3. Contractor's Requirements

3.1 The contractor shall demonstrate evidence of experience and capacity to meet the contract's requirements as set forth in this section.

3.2 The contractor shall be able to perform the above tasks without interfering in any way with the ongoing routine operations of LAKMC or with the activities of any other consultants to LAKMC.

3.3 The contractor shall possess sufficient electronic data interchange "EDI" capacity (i.e. personnel, equipment and expertise) to perform the scope of services described herein. LAKMC and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative. Vendor must be able to accept a real-time HL-7 interface from the EPIC system. Vendor must notify LAKMC if a file (or series of files) is missing by no later than three (3) business days, excluding weekends and holidays.

3.4 The contractor shall provide all personnel required to perform services under this agreement and ensure that personnel are certified and properly trained.

3.4.1 Vendor must have staff to perform Medicaid, Medicare, private insurance, and managed care provider credentialing. Completion of credentialing process should occur within a timely manner. Credentialing status worksheets will be provided electronically on a monthly basis to the CFO or designee. Certified coders experienced in professional billing are preferred.

3.4.2 Ensure that coders receive specific annual coding training that, at a minimum, addresses:

- Specific government and private payer reimbursement principles;
- Improper coding practices (i.e., up-coding, under-coding, unbundling, and assumption coding);
- Coding documentation requirements;
- Communication and reporting requirements as they relate to professional billing; and
- Certification/credentialing of coders.

3.4.3 Ensure that all coders have readily available and accessible current coding and billing reference material, including; a medical dictionary, an anatomy/physiology textbook and up-to-date ICD, HCPCS and CPT Code Books.

3.5 The contractor shall possess the mechanism to obtain Louisiana Medicaid eligibility and also to access the Medicare Common Working File prior to the award of the purchase order/contract in order to match and identify patients with potential third party coverage.

- 3.6 Contractor shall have in place a methodology for activities including collecting patient demographics and patient charges as well as resolving delinquencies.
- 3.7 Contractor shall have experience and working knowledge of computer billing systems in particular, EPIC Systems Corporation, sufficient to perform the scope of services described herein. LAKMC and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative.
- 3.8 Contractor shall have the ability to begin billing activities within thirty (30) days of contract award and be ready to meet with LAKMC two (2) weeks before billing activity begins to gather data for startup in the thirty (30) days from date of contract award.
- 3.9 Contractor shall have experience and working knowledge to receive data electronically from multiple information systems and sources as needed to satisfy the required tasks.
- 3.10 The contractor shall maintain accurate records, and have the ability to electronically report, at a minimum, the following information:
 - 3.10.1 Analysis of charges, payments and adjustments by physician and/or provider, CPT code, department, financial class, and total.
 - 3.10.2 Accounts receivable aging by physician and/or provider and financial class.
 - 3.10.3 Financial Summary
 - 3.10.4 Monthly Payments by physician and/or provider name.
 - 3.10.5 Examples of each required report may be included with contractor's bid response and/or shall be provided within seven (7) days of request when requested.
- 3.11 The contractor shall have a fully staffed operational office located within 200 miles of LAKMC that has satisfactorily performed the services required by this SOLICITATION. The office must have at least three (3) years' experience in processing professional services claims.
- 3.12 The bidder shall demonstrate a history of financial stability. The bidder is to provide audited financial statements or other representation of financial solvency, which demonstrates that the bidder has adequate financial resources for performance or has the ability to obtain such resources as required during performance under this contract. At a minimum, the following must be submitted to confirm financial stability, within seven (7) days upon request by LAKMC:
 - 3.12.1 Name, address and contract person's phone number and e-mail of contractor's banking institution, which LAKMC may contact for financial references.

- 3.13 The contractor shall be able to obtain and complete enrollment forms for all provider numbers for physicians and/or providers and the numbers properly linked to LAKMC.
- 3.14 The contractor shall ensure that all coding of procedures and diagnoses is properly done in accordance with standard practices.
- 3.15 The contractor shall ensure that employed or contracted coders and billers work from LAKMC approved profiles outlining specific billing policies unique to LAKMC and LAKMC's carrier. If a contractor's employee is no longer employed by contractor, provide immediate notification to LAKMC so that LAKMC can update or remove access to LAKMC's systems.
- 3.16 The contractor shall provide computer software programs, instruction manuals and any similar material utilized by contractor's personnel to provide these services.
- 3.17 The contractor shall provide its own office equipment and office supplies for contractor's personnel to provide these services.
- 3.18 The contractor shall provide postage required to conduct these services.
- 3.19 The contractor shall ensure that all employees providing services to LAKMC under these terms agree to adhere to all confidentiality rules of LAKMC and as stated further, produce a signed confidentiality agreement. In addition, the contractor shall comply with all HIPAA regulations. The successful vendor will be required to execute the LAKMC Business Associate Agreement, which must be returned within ten (10) days. A sample of the current LAKMC Business Associate Agreement can be found on the LSU HCSD web site at: https://www.lsuhs hospitals.org/policies_hcsd.aspx. Follow this link and select 7500-HIPPA from the left menu and choose policy 7510-20-Use and disclosure of PHI to Business Associates
- 3.20 The contractor shall have a health care billing compliance program in place and ensure that program includes the seven (7) elements for effective compliance programs as outlined in the U.S. Sentencing Commission guidelines and the *HHS OIG Compliance Program Guidance for Third-Party Medical Billing Companies*.
- 3.21 The contractor shall certify that neither this business entity nor any of its owners, employees, or subcontractors are currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General (OIG), the General Services Administration (GSA), Food and Drug Administration (FDA), the State of Louisiana, or any other federal or state agency. The contractor shall certify that it has reviewed its owners, employees and subcontractors against the following databases, and has not found any associated persons or entities as sanctioned on these databases:

<http://exclusions.oig.hhs.gov>

<http://www.sam.gov>

<https://adverseactions.dhh.la.gov>

<https://www.la.la.gov/reports/non-compliance-reports>

After acceptance, if it is discovered that this business entity or any of its owners, employees, or subcontractors appear on any of these listings, the contract may be cancelled by the contracting agency immediately. Furthermore, the contractor must notify the contracting agency immediately if any of its owners, employees or subcontractors appear on these listings during the period of the contract.

3.22 The contractor shall ensure that any on-site personnel shall attend the mandatory Joint Commission meetings and compliance trainings as required by all LAKMC employees, not to exceed eight (8) hours per year.

3.23 Contractor will provide personnel to participate in facility compliance and/or performance improvement processes when requested by the facility.

3.24 The contractor will ensure the accuracy of all codes on all claims prior to the submission of any and all claims. In addition, contractor is prohibited from submitting questionable claims and must notify the provider in writing within seven (7) calendar days of determining any credible evidence of misconduct on the part of the provider or contractor. "Misconduct" does not include inadvertent errors or mistakes. Should the contractor or contracting agency discover ongoing patterns by a provider of incorrect coding after attempts to educate the provider, contractor shall code directly from the medical record.

3.25 If there is confusion concerning a coding or billing practice, contractor will cease any discovered inaccurate or questionable billing and/or billing practices until clarification is secured regarding compliance with Federal, State, MAC and/or managed care regulations. Contractor will notify LAKMC of such discoveries within seven (7) calendar days.

3.26 Contractor will have in place comprehensive written policies and procedures including but not limited to:

3.26.1 Protocols for submitting initial and/or follow-up claims;

3.26.2 Methodologies for resolving inconsistencies in provider documentation;

3.26.3 Steps to take if billing company is unable to locate a code for a documented diagnosis or procedure or if the medical record documentation is not sufficient to determine a diagnosis procedure;

3.26.4 Processes to ensure billing company does not balance bill or submit duplicate claims or seek duplicative payment;

3.26.5 Performing all services (coding/billing) in accordance with all applicable federal, state and local laws and regulations and in accordance with provider billing policies and procedures;

3.26.6 Prohibitions on hiring or retaining services of any sanctioned entity or person: including federal or State of Louisiana sanctioned individuals or companies.

3.26.7 Methods to be employed to resolve compliance questions when the parties do not agree;

- 3.26.8 Any specific policies noted in the *OIG Compliance Program Guidance for Third Party Medical Billing Companies*.
- 3.26.9 Plans to ensure continuity of business operations in the event of a disaster for system generators, personnel, service and telecommunications. A sample copy of a formal disaster recovery plan must be supplied within ten (10) days of request by LAKMC.
- 3.27 If the billing company discovers credible evidence of misconduct, the billing company: (1) is absolutely prohibited from submitting any false or inappropriate claims; and (2) has the option to terminate the contract with sixty (60) days prior written notice. In addition, the billing company must provide LAKMC with written notice of any intent to notify any governmental and/or regulatory agency regarding providers' billing/coding practices.
- 3.28 Contractor will conduct regular and periodic audits of credit balances (overpayments) and promptly notify LAKMC in writing via e-mail of the status of such credit balances and to recommend as appropriate and necessary that LAKMC promptly return over-payments obtained from federal or state health care programs.
- 3.29 Contractor shall take all reasonable steps to ensure data integrity in computer systems.
- 3.30 Contractor shall promptly investigate and correct, as appropriate and necessary, reported credible evidence of misconduct on the part of the billing company.
- 3.31 Contractor shall provide feedback to practitioners and LAKMC staff regarding quality of documentation and denial trends. Contractor will also assist LAKMC personnel in denial management and documentation improvement techniques by providing data and/or reports in electronic format as requested.
- 3.32 Contractor shall provide LAKMC copies of all RAC, MAC or other third party communication that comes directly to contractor regarding LAKMC accounts.
- 3.33 Contractor shall monitor compliance high risk areas on a monthly basis as required by the LAKMC Compliance Department and report their findings and any corrective action plan to the LAKMC Compliance Department.
- 3.34 Contractor shall retain records related to the billing process for a minimum of ten (10) years. Those records are to be retrievable within no more than seventy-two (72) hours of request by LAKMC, a payer, or government enforcement agency. Retained copies of records may be scanned copies.
- 3.35 Contractor shall retain records related to the contractor's compliance program for a minimum of five (5) years. Compliance investigation records are to be retained for a minimum of ten (10) years.
- 3.36 Contractor shall submit electronic acknowledgements of all accounts placed and processed by contractor to LAKMC.

3.37 Contractor must provide access to its billing/reporting system for the appropriate LAKMC staff and ensure that proper training is provided in a timely manner.

3.38 Contractor must identify LAKMC points of contact in coding, billing, reporting, information technology, and finance. These contacts, and their designees, should be readily available to the LAKMC CFO or designee by phone during normal business hours.

3.39 Contractor must assist LAKMC CFO or designee with IT system enhancements that may be needed in order to participate in reimbursement improvement opportunities, including but not limited to, the Physician Quality Reporting System and EPrescribing.

3.40 Contactor shall return any identified overpayments to the payer/patient as soon as reasonably possible, but no later than sixty (60) days from identification.

4. Payment Procedures

4.1 Medicare and Medicaid payments: Payments received from Medicare and Medicaid intermediaries will be submitted directly to LAKMC and deposited in the specific LAKMC bank account. The vendor, however, will be provided with the Medicare and Medicaid remittance.

4.2 Commercial and Self-pay payments: Payments received from commercial and self-pay payers will be sent to the LAKMC lockboxes.

5. Invoicing:

5.1 Contractor will invoice LAKMC on a monthly basis. The invoice will reflect amount due the contractor for the month, as well as supporting documentation on monthly payment/billing activity for the month. LAKMC will process payment to the contractor upon review and approval on a monthly basis. Payment will reflect the full amount due the contractor for services rendered during the month.

5.2 Contractor will be paid a percentage of the Medicaid or other payers' payments received on accounts where the eligibility for the dates of service being billed were identified and acquired as a direct result of the contractor's work efforts. Any health insurance benefit plans other than those agreed upon between both LAKMC and the contractor that are located on referred accounts must be reported to LAKMC and will not be compensated.

5.3 LAKMC is eligible to receive incentive payments for the Louisiana Medicaid Electronic Health Record Incentive Program starting in Fiscal Year 2012. Any payment located on this type of referred account must be reported to LAKMC and the contractor will not be compensated for these payments.

6. Vendor Experience:

6.1 The vendor must have three (3) years of experience in providing charge processing, billing and collection services for large physician group practices, preferably in a teaching setting, with more than thirty (30) physicians and/or providers.

The vendor must be in good standing with CMS and State Medicaid programs. The contractor must have individuals with at least three (3) years of healthcare physician billing experience who will perform services for LAKMC. Resumes of individuals assigned to this project shall be provided with the bid response. Failure to provide this information may be cause to reject your bid.

7. Letters of Reference:

7.1 Bidders must provide letters of reference from the last five (5) years from three (3) health care entities or departments with whom they have existing contractual arrangements which demonstrates relevant billing experience with third party reimbursement programs as would apply to LAKMC including third party liabilities, patient responsibility and collection of delinquent accounts. The names, addresses and contact person phone numbers of the contractor's references must be submitted with the three (3) references from institutions or departments for which it has provided professional services billing performed in a hospital setting and large physician group practices. Said documents must be provided with the bid response. Failure to provide this information may be cause to reject your bid.

8. Effective Date and Term:

8.1 This contract will have an effective date of July 1, 2023 through June 30, 2024. The facility shall have at its discretion the option of renewing for two (2) additional one year terms at the same terms and conditions for a period not to exceed thirty six (36) months.

9. Termination:

9.1 Either party may terminate the contract at any time and without penalty by giving sixty (60) days written notice of such termination to the other party or negotiating with the other party an effective date. Said notice of termination may be delivered by certified mail, return receipt requested, or via personal delivery service, such as Federal Express or United Parcel Service, or other. Contractor shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

9.2 The continuation of this contract is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

10. LAKMC Responsibilities:

10.1 Referring selected Part B charge data for professional clinic services performed at LAKMC.

10.2 Establishing a mutually acceptable format and method for Part B charge data to be transmitted to contractor.

10.3 Assigning a LAKMC contact person to coordinate the delivery of the services from the contractor and review and approve invoices in a timely manner.

10.4 LAKMC will provide contractor with a weekly report of all payments received for referred services.

11. Submission of Bid and Pricing:

11.1 The contractor must bid on the entire service for professional clinical charge processing and collection of accounts receivable for current claims. The bid will state an estimated amount billed and collected, based on LAKMC's most current information, for the services to be provided by Contractor to assist the Contractor in making a determination for cost of service. Contractors must quote contingent fees expressed as a rate (percentage) per dollar collected for current accounts. Failure to provide this information will be cause to reject your bid.

11.2 The unit of measure will be percent. The unit price will be the percentage per dollars collected for each current account. The quantity will reflect the estimated amount to be collected on an annual basis. All quantities are estimates. Actual amounts may be more or less but the unit price percentage remains the same. Total collections for FY 2022 were \$3,173,756.

11.3 Vendors shall submit written evidence of the authority of the person signing the bid. Current documentation filed with the Louisiana Secretary of State's Office will be deemed acceptable evidence of signature authority. A corporate resolution certifying that the person signing the bid has signature authority will also be deemed acceptable.

12. Insurance Requirements:

12.1 Compensation insurance, public liability, property damage insurance, and fidelity bonding as outline below, are required in this bid.

12.2 Proof of insurance should be supplied with the bid and will be required before work can commence. Insurance coverage specified below shall be furnished with the following minimum limits:

12.2.1 Compensation insurance: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees are engaged in hazardous work under the Workman's Compensation Statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

12.2.2 Public liability and property damage insurance: comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual

liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

12.2.3 Licensed and non-licensed motor vehicles: The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

12.3 Fidelity bonding: Contractor may furnish proof of availability of fidelity (employee honesty) bonding and insurance coverage required at time of bid submission in the amount of \$25,000. Proof of immediate availability may be shown by letter from insurance/bonding agent, a signed sample of actual certificate of insurance, or other substantive documentation. This bond will be secured by a surety or insurance company licensed to do business in Louisiana and currently on the United States Department of Treasury Publication 570 of approved companies and in accordance with restrictions set by them.

12.4 Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

12.5 All policies and certificates of insurance of the other party shall reflect the following:

12.5.1 The other party's insurer will have no right of recovery or subrogation against LAKMC, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.

12.5.2 LAKMC shall be named as an "additional insured" in regards negligence by the contractor.

12.5.3 The insurance companies issuing the policy or policies shall have no recourse against LAKMC for payment of any premiums or for assessments under any form of policy.

13. Indemnification:

13.1 The following indemnification agreement shall be, and is hereby, a provision of the contract: The other party agrees to protect, defend indemnify, save and hold harmless the state of Louisiana, HCSD, and LAKMC, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the state of Louisiana, HCSD, and LAKMC, its

agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suite at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is (claims, etc.) groundless, false or fraudulent.

13.2 Neither the acceptance of the completed work nor payment therefore shall release the contractor from its obligations from the insurance requirements or indemnification agreement.

14. Files and Records:

14.1 The Vendor awarded a contract through this SOLICITATION shall maintain books, records, documents and other evidence, accounts procedures and practices of any work done for the purpose of the contract.

14.2 If the services awarded through this SOLICITATION are terminated, the records relating to the work terminated shall be presented and made available for the current year plus three (3) years from the date of termination required to meet guidelines of the Office of State Archive Records Management.

14.3 The Vendor awarded a contract through this SOLICITATION shall make available to LAKMC all records pertaining to the applications for assistance upon request during the period the contract is in effect, and shall provide upon request, a file on the activity of each patient account containing a record of any and all applications, phone calls, letters, and any other contacts made with the patient or third party pertaining to the patients' applications.

15. Commencement of Work:

15.1 Contractor shall commence no work under this contract until all bonding and insurance requirements have been met, all submissions received and a valid purchase order signed by the LAKMC Chief Procurement Officer or his designee has been issued. Contractor will be expected to start services within thirty (30) days or sooner of being issued a valid purchase order.

16. No Waiver:

16.1 The neglect or failure on the part of LAKMC to enforce one or more provisions or exercise any of its rights under this contract shall not constitute a waiver of its rights to resume enforcement or exercise of its rights in the future.

17. Severability:

17.1 If, as a result of the passage of any law, regulation, or the action of a court of competent jurisdiction, which renders one or more provisions of this contract unenforceable, said provision shall be severed from the contract and the remaining provisions shall remain in full force and effect.

18. Right to Audit:

18.1 The State Legislative Auditor, Federal Auditors, HCSD, and internal auditors, or those designated by LAKMC, shall have the option to audit all accounts pertaining to this contract. Records will be made available during normal working hours for this purpose.

19. Assignment:

19.1 The contractor shall not assign any interest in this contract and shall not transfer any interest in the same (where by assignment or notation), without the prior written consent of LAKMC.

20. Payment of Taxes:

20.1 Contractor shall be responsible for payment of taxes from the funds received under this agreement.

21. Contact Person and Mailing Address:

21.1 Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to the CFO of LAKMC or designee the names, addresses, telephone, cell numbers, and e-mail addresses of such persons. This information shall be kept current at all times.

21.2 Any notice, demand or communication required, permitted or desired to be given hereunder, shall reference the purchase order number and shall be deemed effectively given when personally delivered via delivery service or mailed by prepaid certified mail, return receipt requested, addressed as follows:

21.2.1 LAKMC:

Chief Financial Officer, LAKMC
52579 Highway 51 South
Independence, Louisiana 70443

21.2.2 Contractor:

Address on bid

22. Continuation of Contract:

22.1 The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. IF the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

23. Evaluation and Award:

23.1 Bids must be received at the delivery point no later than the date and time indicated by the bid opening date. Bids should be submitted via mail to the following address:

Lallie Kemp Regional Medical Center
Attn: Thomas Pounds, Purchasing Manager
52579 Highway 51 South
Independence, LA 70443

24. Validity:

24.1 Bids will be valid for a minimum period of forty-five (45) days.

25. Schedule of Events:

25.1 A mandatory pre-bid conference and site visit will be held on Wednesday, March 1, 2023 at 2:00 PM CST in the facility's large conference room. All prospective bidders should review the bid specifications and requirements carefully. Failure to attend the pre-bid conference and site visit in its entirety will be cause to invalidate the bid. All questions concerning this bid shall be submitted in writing via email to Mrs. Brandy Ortego no later than 4:30 PM CST on Monday, March 6, 2023. Responses to questions will be posted in the form of an addendum on the State of Louisiana's online procurement and contract network website, also known as LaPac, by Friday, March 10, 2023 no later than 4:30 PM CST. The bid opening will occur on Friday, March 17, 2023 at 10:00 AM CST in the facility's warehouse conference room.

26. Proposer Inquiries:

26.1 All questions related to this solicitation must be submitted in writing via email to Brandy Ortego at blowran@lsuhsc.edu. Deadline to submit questions concerning this solicitation is Monday, March 6, 2023 at 4:30 PM CST. All questions will be answered and posted in the form of an addendum on the State of Louisiana's online procurement and contract network website, also known as LaPAC, by Friday, March 10, 2023 at 4:30 PM CST.

26.2 The State will consider written inquiries and requests for clarification of the content of this Invitation to Bid (ITB) received from potential proposers according to section 26 above. Written inquiries must be received by 4:30 PM CST on the date specified in the Schedule of Events. The State reserves the right to modify the Invitation to Bid (ITB) should a change be identified that is in the best interest of the State.

Information on this bid and any addenda may also be found on the LaPac website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

ATTACHMENT I
SOLICITATION #000554
Requested Reports

- I. MANAGEMENT INFORMATION REPORT:** This report must summarize all account history for each month for a rolling twelve (12) month period. It must summarize by grand total, and must be designed so that any and all payments can be applied to the month in which the account was originally acknowledged and accepted on the records of the agency. This report must include, but not limited to, the following:
- A. Date:** Month and year
 - B. Number of accounts received**
 - C.** Gross dollar amount referred
 - D.** Average balance referred
 - E.** Collections: (1) Monthly, (2) To date, (3) Percent of conversion
 - F.** Commissions: (1) Monthly, (2) To date, (3) Percent of conversion
 - G.** Number of paid accounts.
 - H.** Report by payer
 - I.** Report by physician
 - J.** Active accounts: (1) number (2) amount
 - K.** This report must summarize on a continuing basis the grand total of the above categories on every monthly report. A cutoff summary must also be perpetually maintained on a fiscal year basis, with a cutoff date of June 30.
- II. MONTHLY DEPOSIT LOG:**
- A.** List of deposits to include
 - a. Date
 - b. Description
 - c. Total of deposit
 - d. Report by payer source
 - B.** Reconciliation report